

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JOSH BRUECKNER

Plaintiff,

v.

YOU CAN BEAM LLC,

Defendant.

Civ. No. 20 CV 3323 (JSR)

**PROPOSED ORDER OF JUDGMENT**

This matter having come before the Court upon the motion of Plaintiff Josh Brueckner for Summary Judgment, pursuant to Rule 56 of the Federal Rules of Civil Procedure;

WHEREAS, Plaintiff moved the Court for summary judgment on Plaintiff's claim for breach of contract and on Defendant You Can Beam LLC's breach of contract counterclaim; and

WHEREAS, by Memorandum and Order dated May 27, 2021, the Court granted Plaintiff's motion in all respects; and

WHEREAS, the agreement at issue required Defendant to make monthly payments of \$15,000 to Plaintiff for six months and provide one month's notice prior to termination, or seven \$15,000 payments in total, unless the agreement was properly terminated for cause; and

WHEREAS, the Court found that Defendant did not properly terminate the agreement for cause; and

WHEREAS, Defendant made one \$15,000 payment to Plaintiff, leaving six payments of \$15,000 due, or \$90,000 due in total; and

WHEREAS, in this case filed under the diversity jurisdiction of the Court, interest is calculated pursuant to CPLR §5004 at nine percent per annum; and

WHEREAS, Defendant breached the agreement by terminating it without cause on April 8, 2020; and

WHEREAS, interest at nine percent per annum on \$90,000 for the period from April 8, 2020 until May 27, 2021 equals \$9,187.40; and

IT IS HEREBY ORDERED AND ADJUDGED, that judgment is entered in favor of Plaintiff Josh Brueckner, and against Defendant, You Can Beam LLC, in the amount of \$99,187.40; and

IT IS FURTHER ORDERED, that judgment shall be entered by the clerk for the total amount as set forth and computed above.

Dated:                      , 2021

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HON. JED S. RAKOFF, U.S.D.J